

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EMMANUAL OHAI,)	
)	
Plaintiff,)	
)	CIVIL ACTION FILE
vs.)	
)	NUMBER 1:20-CV-2220
DELTA COMMUNITY CREDIT UNION,)	
PARK TREE INVESTMENTS, L.L.C.,)	
DEAN ENGLE, FCI LENDER)	
SERVICES, INC., SINGER LAW)	
GROUP, DANIEL I. SINGER,)	
JAUREGUI, LINDSEY, LONGSHORE)	
& TINGLE, MICROBILT)	
CORPORATION and PNC BANK, N.A.,)	
)	
Defendants.)	

AFFIDAVIT OF DEAN ENGLE

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

Personally appeared before the undersigned duly authorized to administer oaths, DEAN ENGLE, who, after being duly sworn, deposes and states on oath as follows:

1.

That I am the manager of Park Tree Investments, L.L.C. ("Park Tree"), the manager of Park Tree Investments 20, L.L.C. ("Park Tree 20"), that I based this Affidavit on my own personal knowledge and my knowledge of the accounts of Park Tree 20, that I

am competent to testify regarding those things and those accounts about which I have personal knowledge, and that I am over 18 years of age.

2.

That I am the custodian of and familiar with the business records of Park Tree 20, which include the billings, letters and various documents of Park Tree 20.

3.

That Park Tree 20's business records were maintained by Park Tree 20 at the office where I am the manager.

4.

That on or about March 6, 2008, Emanuel O. Ohai and Luminate Ohai (hereinafter sometimes collectively referred to as the "Ohais") entered into a Note and Disclosure Statement (the "Note") with Delta Community Credit Union ("Delta CCU") in the original principal amount of \$46,000.00.

5.

That a true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein by reference.

6.

That Delta CCU transferred and assigned the Note to Companion Property and Casualty Insurance Company ("Allonge #1"), and Companion Property and Casualty Insurance Company is sometimes hereinafter referred to as ("CPCIC").

7.

That a true and correct copy of Allonge #1 is attached hereto as Exhibit "B" and incorporated herein by reference.

8.

That CPCIC transferred and assigned the Note to Park Tree 20 ("Allonge #2").

9.

That a true and correct copy of Allonge #2 is attached hereto as Exhibit "C" and incorporated herein by reference.

10.

That Park Tree 20 is the current owner and holder of the Note and that Park Tree 20 has the original Note in its possession, custody and control.

11.

That on or about March 6, 2008, the Ohais entered into a Security Deed with Delta CCU regarding certain real property located at 2715 Triad Court, Snellville, GA 30039 (the "Property") and the Security Deed was recorded at Deed Book 48712, Page 855, Gwinnett County, Georgia Records.

12.

That a true and correct copy of the Security Deed is attached hereto as Exhibit "D" and incorporated herein by reference.

13.

That the Security Deed was transferred and assigned to CPCIC via Assignment of Mortgage (the "First Assignment") recorded at Deed Book 51158, Page 631, Gwinnett County, Georgia Records.

14.

That a true and correct copy of the First Assignment is attached hereto as Exhibit "E" and incorporated herein by reference.

15.

That the Security Deed was subsequently transferred and assigned to Park Tree 20 via Assignment of Security Deed (the "Second Assignment") recorded at Deed Book 55844, Page 849, Gwinnett County, Georgia Records.

16.

That a true and correct copy of the Second Assignment recorded on April 27, 2018, is attached hereto as Exhibit "F" and incorporated herein by reference.

17.

That Park Tree 20 is the current owner and holder of the Security Deed.

18.

That on or about March 3, 2021, FCI Lender Services, Inc. ("FCI") issued a Demand Loan Payoff (the "Payoff Statement") on behalf of Park Tree 20.

19.

That a true and correct copy of the Payoff Statement is attached hereto as Exhibit "G" and incorporated herein by reference.

20.

That in accordance with the Payoff Statement, the next payment due date is November 14, 2011, meaning that the Note is in arrears now for almost 10 years.

21.

That Park Tree 20 has been the owner and holder of the Note and the Security Deed since April 20, 2018, and Park Tree 20 has never received a single payment from the Ohais.

22.


That in accordance with the Payoff Statement, the payoff on the Note good through April 3, 2021, is \$74,426.07 with a daily interest rate of \$8.42.

23.


That this Affidavit is being given in support of Defendant Park Tree's Response in Opposition to Plaintiff's Emergency

Petition/Motion for Temporary Restraining Order and/or Preliminary Injunction.

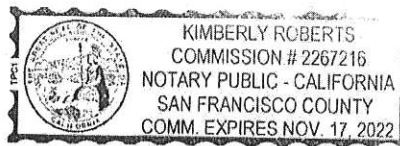
FURTHER AFFIANT SAITH NOT.


DEAN ENGLE

Sworn to and subscribed before me
this 16th day of March, 2021.


Notary Public

(Notarial Seal)



My commission expires on:

11/17/2022

ParkTreeOhaiEngleAff01

CERTIFICATE OF COMPLIANCE WITH L.R. 5.1C

I hereby certify that the foregoing (and all prior pleadings filed herein by the undersigned) has been computer processed with 12 point Courier New font in compliance with the United States District Court for the Northern District of Georgia, L.R. 5.1C.

/s/ Larry W. Johnson
Larry W. Johnson
Georgia Bar No. 394896
Attorney for Defendant
Park Tree

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing AFFIDAVIT OF DEAN ENGLE was served upon all parties by using the CM/ECF system and further served by mailing same by United States First Class Mail in a properly addressed envelope with adequate postage affixed thereon to ensure delivery, addressed as follows:

Mr. Emmanuel Ohai
2715 Tradd Court
Snellville, GA 30039

This 18TH day of March, 2021.

/s/ Larry W. Johnson
Larry W. Johnson
Attorney for Defendant
Park Tree

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